

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”), dated as of March 4, 2019 (the “Effective Date”), is made by and between, on the one hand, James Egan (“Egan”) and, on the other hand, (a) the City of Seattle and (b) Lorena González (“González”) (collectively, the “City Defendants”). Each of the above is a “Party” and they are collectively referred to herein as “the Parties.”

RECITALS

- A. Egan has asserted claims against the City Defendants in the matter captioned *Egan v. City of Seattle, et al.*, which is presently pending in King County Superior Court as a consolidated action bearing Case No. 18-2-14942-8 SEA (the “Lawsuit”).
- B. The Parties now wish to resolve the Lawsuit as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

AGREEMENT

1. Statement of Purpose

This Agreement is for the purpose of resolving, compromising and settling any actual or potential issue, claim or dispute between the Parties arising out of or relating to the Lawsuit, including but not limited to at least five (5) alleged violations of the Open Public Meetings Act (“OPMA”) by González. The Parties have agreed to settle and compromise as set forth herein, and are satisfied that the terms and conditions of this Agreement are fair, adequate and reasonable.

2. Payment

- 2.1 No later than ten (10) business days following the Effective Date, the City Defendants shall make payment to Egan in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) (the “Payment”).
- 2.2 The Payment shall be payable to “Connelly Law Offices, PLLC in trust for James Egan” and shall be delivered to Egan c/o his counsel: Lincoln C. Beauregard, Connelly Law Offices, PLLC, 2301 North 30th Street, Tacoma, WA 98403.

3. Stipulated Dismissal

The Parties shall promptly submit a Stipulation and Order for Dismissal in substantially the form attached hereto as Exhibit A.

4. OPMA Training

Future training provided by the City to members of the City Council with respect to the OPMA shall state that the use of form “tally sheets” (e.g., the document produced in the Lawsuit as *Egan v. City of Seattle_039599*) is inadvisable in light of the obligations and requirements of OPMA.

5. Release and Waiver of Fees

- 5.1 Egan does hereby fully, finally and forever release, acquit and discharge the City Defendants, and their respective employees, marital communities, heirs, beneficiaries, successors, assigns, and lawyers and law firms (each a “Releasee” and collectively the “City Defendant Releasees”) of and from any and all manner of actions, causes of action, suits, damages, rights, claims, demands, reimbursements, expenses, agreements, promises, liens, judgments or liabilities of any nature whatsoever, at law or in equity, known or unknown, asserted or unasserted, contingent or otherwise that are based in whole or part on any act or omission from the beginning of time through the date of this Agreement, that Egan has, or which may hereafter accrue, on account of, arising out of, or in any way related to: the Lawsuit, including the subject matter, the asserted claims, or any claim that could have been asserted therein. Releasees other than the signatories are intended third-party beneficiaries of the release stated herein.
- 5.2 Egan agrees that he shall not request, waives any right to, and may not receive, attorneys’ fees or costs in the Lawsuit, pursuant to statute or otherwise.

6. No Admission of Liability

This Agreement does not constitute and shall not be construed as an admission of liability. Neither any consideration provided hereunder nor the grant of any release shall be considered an admission by or against any Party or Releasee, and no past or present wrongdoing on the part of the Parties or any Releasee shall be implied by consideration, release, or this Agreement.

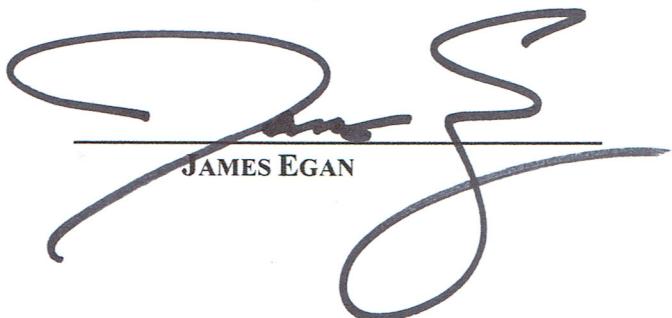
7. Miscellaneous Provisions

- 7.1 Each Party represents that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in and released pursuant to this Agreement; that each Party has the authority to execute this Agreement; and that each Party has not sold, assigned, transferred, conveyed or otherwise disposed of, by operation of law or otherwise, any of the claims, rights, demands, obligations or causes of action referred to in this Agreement.
- 7.2 In entering into this Agreement, no Party has made any representations or warranties, and no Party has relied upon any representations or warranties, other than those representations and warranties as may be expressly stated in this Agreement.

- 7.3 Each Party represents and acknowledges that he, she or it has read this Agreement, has had adequate opportunity to consult with his, her or its legal counsel regarding this Agreement, is satisfied that the terms and conditions are fair, adequate and reasonable, and fully understands and agrees to its terms.
- 7.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, heirs, beneficiaries, administrators, executors, successors and assigns.
- 7.5 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 7.6 This Agreement may not be changed, amended, modified, terminated, waived or discharged except in a subsequent written agreement signed by all of the Parties hereto.
- 7.7 This Agreement has been negotiated by the Parties and each Party has had opportunity to consult with his, her or its respective counsel and this Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any of the Parties.
- 7.8 When fully executed, this Agreement will be effective as of the Effective Date. This Agreement may be executed in counterparts (including facsimile and/or email/PDF) that, taken together, will be effective as if they were a single document.
- 7.9 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to principles of conflicts of laws, as applicable to agreements made and to be performed entirely within Washington. The prevailing party in any action arising from or relating to this Agreement shall be entitled to reasonable attorneys' fees and costs.
- 7.10 This Agreement sets forth the entire agreement and understanding between the Parties concerning the subject matter set forth herein, and merges all prior discussions between them, concerning its subject matter. None of the Parties is bound by any conditions, definitions, warranties, understandings, agreements, or representations, whether written or oral, with respect to such subject matter other than as expressly provided in this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the Effective Date provided for herein.



JAMES EGAN

CITY OF SEATTLE

By: _____

Name: _____

Title: _____

LORENA GONZÁLEZ

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement effective as of the Effective Date provided for herein.

JAMES EGAN

CITY OF SEATTLE

By:

Name: PETER S. HOLMES

Title: CITY ATTORNEY



LORENA GONZALEZ

Exhibit A

The Honorable Timothy A. Bradshaw

SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

JAMES EGAN, individually,
Plaintiff,

NO. 18-2-14942-8 SEA
(Consolidated)

**STIPULATION AND [PROPOSED]
ORDER OF DISMISSAL**

CITY OF SEATTLE, a Washington municipal corporation, SALLY BAGSHAW, BRUCE HARRELL, MICHAEL O'BRIEN, and LORENA GONZALEZ

Defendants.

ARTHUR WEST,

Plaintiff,

v.

SEATTLE CITY COUNCIL, CITY OF SEATTLE, LISA HERBOLD, BRUCE HARRELL, KSHAMA SAWANT, ROB JOHNSON, DEBORA JUAREZ, MIKE O'BRIEN, SALLY BAGSHAW, TERESA MOSUEDA, LORENA GONZALEZ,

Defendants.

1 **I. STIPULATION**

2 In the matter *Egan v. City of Seattle, et al.*, No. 18-2-14942-8 (the “Egan Lawsuit”),
3 Plaintiff and Defendants, by and through their undersigned counsel, stipulate and agree that,
4 pursuant to CR 41(a)(1)(A), the Egan Lawsuit, including all claims asserted therein, should be
5 dismissed with prejudice and without an award of attorneys’ fees or costs to any party.

6 RESPECTFULLY SUBMITTED this 4th day of March, 2019.

7 **CONNELLY LAW OFFICES, PLLC**

8 By s/Lincoln C. Beauregard [email authorization]
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10 Julie A. Kays, WSBA #30385
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12 Tacoma, WA 98403
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16 *Attorneys for Plaintiff James Egan*

1
2 **Peter S. Holmes**
3 Seattle City Attorney

4 By s/Peter S. Holmes

5 Peter S. Holmes, WSBA #15787
6 Gary Smith, WSBA #29718
7 Assistant City Attorney
8 Seattle City Attorney's Office
9 701 Fifth Ave., Suite 2050
10 Seattle, WA 98104
11 Telephone: (206) 684-8200
12 Email: pete.holmes@seattle.gov
13 Email: gary.smith@seattle.gov

14 **SAVITT BRUCE & WILLEY LLP**

15 By s/David N. Bruce

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23 Email: swilley@sbwLLP.com
24 Email: mstephen@sbwLLP.com

25 *Attorneys for Defendants*

II. ORDER

Based on the foregoing stipulation by the named parties, all of whom have appeared, and in accordance with CR 41(a)(1)(A), the lawsuit captioned *Egan v. City of Seattle, et al.*, No. 18-2-14942-8, including all claims asserted therein, is hereby dismissed with prejudice and without attorneys' fees, litigation expenses, or costs to any party.

It is so ORDERED.

Dated: _____, 2019.

Judge / Court Commissioner